

AGREEMENT

between

THE FAIRFIELD BOARD OF EDUCATION

and

THE FAIRFIELD EDUCATION ASSOCIATION

For July 1, 2013 to June 30, 2016

TABLE OF CONTENTS

	Page
PREAMBLE	4
RECOGNITION CLAUSE	4
ARTICLE I	4
DURATION OF AGREEMENT	4
ARTICLE II	4
MEDICAL INSURANCE COVERAGE	4
DENTAL INSURANCE COVERAGE	5
PRESCRIPTION PLAN INSURANCE COVERAGE	5
OPTICAL INSURANCE COVERAGE	5
NEW EMPLOYEE HEALTH COVERAGE	5
PART-TIME EMPLOYEE HEALTH COVERAGE	5
OPT OUT PLAN	6
ARTICLE III	6
GRIEVANCE PROCEDURE	6
ARTICLE IV	9
COMPENSATION	9
ARTICLE V	11
SICK LEAVE	11
ARTICLE VI	13
TEMPORARY LEAVES OF ABSENCE	13
ARTICLE VII	14
EXTENDED LEAVES OF ABSENCE	14
ARTICLE VIII	15
MATERNITY LEAVE	15
ARTICLE IX	18
TEACHING HOURS AND TEACHING LOAD	18
ARTICLE X	22
WORK ASSIGNMENTS	22

TABLE OF CONTENTS
(CONTINUED)

ARTICLE XI	23
TEACHER EVALUATION	23
ARTICLE XII	26
REDUCTION IN FORCE AND RE-EMPLOYMENT	26
ARTICLE XIII	27
TUITION REIMBURSEMENT FOR ADVANCED STUDIES	27
ARTICLE XIV	29
IN-SERVICE GRADUATE ADVANCEMENT	29
ARTICLE XV	29
SUBSEQUENT NEGOTIATIONS	29
ARTICLE XVI	29
NON-REPRISAL FOR NEGOTIATIONS PARTICIPATION	29
ARTICLE XVII	29
BOARD'S RIGHT	29
ARTICLE XVIII	30
PRINTING AND DISTRIBUTION OF THE NEGOTIATED AGREEMENT	30
ARTICLE XIX	30
MENTORING	30
ARTICLE XX	30
SEPARABILITY AND SAVINGS	30
ARTICLE XXI	30
CUSTODIANS	30
ARTICLE XXII	32
ENTIRE AGREEMENT	32
SCHEDULE A	33
SCHEDULE B	35
SCHEDULE C	36
SCHEDULE D	39

FAIRFIELD, NEW JERSEY

PREAMBLE

The Board of Education and the Fairfield Education Association recognize and declare that providing a quality education for the children of the Fairfield School District is their mutual aim and that the character of such education depends predominately upon their method of cooperation.

RECOGNITION CLAUSE

THIS AGREEMENT is made and entered into this 16th day of December, 2013 between the Board of Education of the Township of Fairfield, Essex County, New Jersey, hereinafter referred to as THE BOARD, and the Fairfield Education Association, hereinafter referred to as THE ASSOCIATION.

WHEREAS, the parties have reached certain understandings which they wish to embody in a written Agreement; and

WHEREAS, these certain understandings have been reached between the Board and the Association, the said Association being the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the unit of all instructional and educational support personnel, including non-confidential secretaries, custodians, and instructional aides, whether under contract or on leave, full or part-time, employed by the Board, excluding administrative, cafeteria and playground aides, cafeteria personnel, and substitute teachers.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the following mutual covenants, it is mutually agreed between the Board and the Association as follows:

ARTICLE I

DURATION OF AGREEMENT

The Agreement shall take effect on July 1, 2013, and shall continue to June 30, 2016.

ARTICLE II

MEDICAL INSURANCE COVERAGE

The Board hereby agrees to pay 100% of the group rate cost, subject to the mandatory statutory contribution of said premium for providing Point of Service ("POS") or Preferred Provider Plan ("PPO"), single plan for all employees unless employee elects to decline coverage. In addition, the Board will pay 100% of the group rate, subject to the mandatory statutory contribution of said premium for spouse and family coverage as specified above for all those employees in the Association's unit who elect the single coverage. Each employee receiving health insurance coverage, shall contribute, through payroll deductions, the amounts required by P.L. 2011, c. 78 for the cost of insurance premiums.

The Board reserves the right to change plans, as long as benefits are not diminished.

DENTAL INSURANCE COVERAGE

The Board agrees to pay the full cost for full family coverage for dental insurance with a \$50 per person/\$100 per employee and dependent or spouse/\$150 per family annual deductible.

The Board reserves the right to change dental insurance plans, as long as benefits are not diminished.

PRESCRIPTION PLAN INSURANCE COVERAGE

The Board hereby agrees to pay the full cost for full family coverage of prescription plan insurance. Prescription plan insurance coverage shall have \$20.00 co-payment for brand-name prescriptions, \$10.00 co-payment for generic brand prescriptions, and \$10.00 for mail-in prescriptions. All other plan benefits shall remain unchanged. There shall be no cap on the prescription premium for the life of this Agreement. The Board reserves the right to change prescription plans, as long as benefits are not diminished.

OPTICAL INSURANCE COVERAGE

The Board hereby agrees to pay the full cost for full family coverage for an optical insurance program. The optical insurance coverage shall have no deductible. The Board reserves the right to change optical plans, as long as benefits are not diminished.

NEW EMPLOYEE HEALTH COVERAGE

Employees hired after September 1, 1998, with no previous experience in Fairfield or any previous Fairfield employee, who has resigned, shall receive the following health insurance coverage:

The first three years shall include medical and prescription coverage as described in this Article.

The fourth year and thereafter the employee shall receive all health insurance coverage as described in this Article.

PART-TIME EMPLOYEE HEALTH BENEFIT COVERAGE

Part-Time For the purposes of receiving benefits under this Agreement, including medical coverage, i.e., Major Medical, optical, dental and prescription, "part-time" teachers must work an average of at least 24 hours per week. Custodians, secretaries and instructional aides must work at least thirty (30) hours per week to be eligible for such medical benefits.

OPT OUT PLAN

Upon submission of written proof of alternate coverage, employees opting to decline medical coverage under the Board's plan shall be paid 25% of the premium saved by the Board, not to exceed \$5,000.00 and subject to the mandatory statutory contribution of premium. Election not to participate must be made by May 1 of any academic year; payment shall be made no later than September 1 of the following academic year. This program is entirely optional. Any employee who, having opted out, wishes to subsequently re-enroll may elect to do so during normal re-enrollment periods. Coverage may be resumed if the employee ceases to be eligible for other health care coverage or other qualifying life event. This option shall apply to all health insurance provided by the Board.

If it is found that a Section 125 (IRS Code) plan must be established in order to limit the implication of implementing this provision, the Board agrees to file the appropriate forms seeking approval of same.

ARTICLE III

GRIEVANCE PROCEDURE

A. Statement of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through predetermined and orderly procedures which shall be made available to all employees in an atmosphere free of coercion, interference, restraint, discrimination or threat of reprisal. However, it is to be noted and emphasized that the existence of this procedure is not necessarily intended to encourage the utilization hereof as a primary or first-instance means for the resolution of all grievances. Rather, employees, should they so elect, are specifically encouraged to seek resolutions of grievances through informal discussions on a day-to-day basis between relevant parties and thence to resort to the utilization of this more formal procedure should informal means fail to produce a satisfactory resolution.

B. Definition

1. A "grievance" is a claim based upon an alleged improper interpretation, application, or violation of this Agreement, any Board policy, or administrative decision rendered thereunder that causes personal loss or injury affecting the terms and conditions of employment. The term "grievance" shall not apply to any matter where:
 - (a) a method of review is prescribed by law or State Board Rules;
 - (b) the Board of Education is without authority to act;
 - (c) a complaint relates to the non-renewal or termination on notice of a non-tenured teacher's contract.

2. The term "grievant" shall refer to an employee or employees of the Fairfield Education Association or the Association making a claim on behalf of an employee or employees of the Fairfield Education Association or on behalf of the Association itself.
3. Where it can be demonstrated that more than one grievant is similarly aggrieved, a grievance may be presented bearing the signatures of each of the grievants.

C. Procedure

1. A grievance to be considered must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the grievant should have reasonably known of its occurrence. Any grievance filed after the prescribed interval shall be null and void.
2. Any grievant who has a grievance shall discuss it first with his immediate supervisor, either directly or with the Association's designated representative, in an attempt to resolve the matter informally.

Level I

1. If, as a result of the discussion, the matter is not resolved within five (5) school days, the grievant shall discuss the grievance with the Association's designated representative and set forth in writing all grievances to the immediate supervisor specifying:
 - (a) the nature of the grievance and of the personal loss or injury,
 - (b) the results of the previous discussions and the basis of the grievant's dissatisfaction.
2. The immediate supervisor shall communicate his/her decision to the grievant in writing within seven (7) school days of receipt of the written grievance.

In addition, within seven (7) school days, the immediate supervisor shall communicate to the Association the date and subject of the grievance filed.

Level II

1. The grievant may appeal the immediate supervisor's decision to the Superintendent within five (5) school days of receipt of the immediate supervisor's decision. The grievant's appeal to the Superintendent must be made in writing and must set forth the matter submitted to the immediate supervisor as specified above, as well as the basis for his/her dissatisfaction with the decision previously rendered. In the event of non-compliance with any of the provisions as set forth, the grievance shall be considered dropped. The Superintendent shall render a decision within ten (10) school days of receipt of the appeal of the immediate supervisor's decision. The Superintendent shall communicate his/her decision in writing to the grievant(s) and the Association.

Level III

1. If the grievance is not resolved to the grievant's satisfaction, he/she may, within five(5) school days after receipt of the Superintendent's written decision, request review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance and may, at its option, hold a hearing with the grievant. A decision in writing shall be rendered within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing with the grievant, whichever comes later.

Level IV

1. If an employee is dissatisfied with the decision of the Board, the Fairfield Education Association may request the appointment of an arbitrator. If the Association is dissatisfied with the decision of the Board at Level III, the grievant may request the appointment of an arbitrator with PERC within twenty (20) school days of receipt of the Board's decision. Such request shall be made known to the Superintendent forthwith.
2. The following procedure shall be used to secure the service of an arbitrator:
 - (a) The Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission (PERC). The parties agree to be bound by the rules and procedures of PERC.
3. All proceedings relative to the arbitration shall be held after regular school hours.
4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall neither add to nor subtract from the agreement between the parties. Within thirty (30) calendar days of the completion of the arbitration proceedings, the arbitrator shall submit to each party his/her decision in writing, which shall include findings of fact and reasoning. The decision of the arbitrator shall be advisory only.
5. The fees and expenses of the arbitrator shall be borne equally by the parties. The cost of a stenographic record shall be borne by the party requesting same, unless both parties make the request, in which the cost shall be borne equally. Each party shall bear the cost incurred by itself relative to the arbitration proceedings.

D. Miscellaneous

1. All documents, communications and records dealing with the proceedings of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
3. In the event grievances are filed in the months of May, June, July, or August, the time limitations as specified herein may be suspended by mutual agreement.
4. An aggrieved person may have at his/her option, one representative and an N.J.E.A representative present at any level of the grievance procedure.
5. When a grievance affects a group or class of employees covered by this agreement said group or class may at their option select the Association as their representative.
6. All steps of the procedure shall be confidential and conducted in private.
7. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
8. No restraint, coercion, discrimination, or reprisal of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

COMPENSATION

A. Salary Schedule

The salary schedule pertaining to all personnel included in the unit represented by the Association shall be as set forth on Schedule A annexed hereto. Those salaries that are not otherwise set forth on Schedule A shall be as set forth on Schedule B annexed hereto and made a part hereof. Support Staff salary shall be set forth on Schedule C annexed hereto.

B. Method of Payment

Each teacher employed on a 10 month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, on approximately the 15th and last day of the month, or may individually elect to have a certain percentage of his/her monthly salary deducted from their pay. These funds shall be deposited monthly in a personal savings account in the name of the teacher and/or their estate. Accessibility to these funds, together with earned interest, shall be at the discretion of the individual teacher and/or their estate.

At or about the close of the school year, the Board of Education's Secretary shall notify each teacher, in writing, of the method of pay options. At the same time, written notice shall also be given to each teacher of their option to elect enrollment in the monthly United States Savings Bond Payroll Deduction Plan.

C. Reimbursement for Use of Auto

Teachers shall be reimbursed for the required use of their automobiles for travel in connection with their assigned duties. This reimbursement shall be at the mileage rate established by the New Jersey Office of Management and Budget for the duration of this contract, subject to the voucher requirements of the business office.

D. General Provisions

Newly hired Teachers may be placed on any salary guide step, without limitation, determined by the Board and agreed to by the teacher, except that year-for-year credit shall be granted for a minimum of two years of prior public school contractual teaching experience.

Credit will be granted for four (4) years military service with Honorable Discharge. Combined teaching and military service is not to exceed fourteen (14) years' service.

Annual increments for satisfactory service shall be granted by the Board of Education upon recommendation of the chief school administrator. The Board of Education reserves the right upon recommendation of the chief school administrator to withhold, decrease, or reinstate any annual increment or adjustment pursuant to N.J.S.A. 18A:29-14. Such decision shall not be subject to the grievance procedure.

E. Representation Fee

1. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e., September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
2. Amount of Fee/Notification - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law and shall not exceed 85% of the Association's regular membership dues.
3. Demand and Return System: the Association represents that it has established a demand and return system and that the Association has informed each employee in the unit who is not a member of the Association of the establishment of the demand and return system and his or her right to demand and receive a return of any part of the fee paid by the non-member for any of the reasons set forth in N.J.S.A. 34:13A-5.6(c).

4. Deduction and Transmission of Fee

- a. Notification - On or about October 1 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
 - b. Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Section E the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
 - c. Mechanics - Except as otherwise provided in this section, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
 - d. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph A above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.
 - e. New Employees - On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
5. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses and reasonable attorney fees that may arise out of, or by reason of any action taken by the employer in conforming to this provision.
6. At least one representative from each unit (custodian, secretary and instructional aide) shall be allowed to attend Fairfield Education Associations meetings (approximately four (4) per year).

ARTICLE V

SICK LEAVE

A. **Sick Leave Days**

All full-time personnel covered by this contract shall be entitled to ten (10) sick leave days each school year. All part-time personnel covered by this contract shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulative.

B. Frequent or Intermittent Absence

In the case of frequent or intermittent absence, an employee may be required to produce evidence of illness at the request of the Superintendent or building principal pursuant to N.J.S.A. 18A:30-4.

C. Less Than One School Year Employment

A teacher who is employed for a term of employment under contract, or appointed as a permanent substitute, for less than one school year, will be granted sick leave privileges on a pro rata basis of one day per month for the term of the contract as per N J S A. 18A:30-2.

D. Written Notice of Sick Leave Days

Teachers shall be given written sick leave days on or before September 15 of each year.

E. Unused Accumulated Sick Days

A tenured teacher or staff requiring a certificate for the position who, during the term of this contract, retires shall receive a lump sum payment for unused accumulated sick leave in accordance with the schedule outlined below, of which lump sum payment shall not exceed \$16,000 for employees hired prior to May 21, 2010. For employees hired after May 21, 2010, the lump sum payment shall not exceed \$15,000.00.

<u>Days</u>	<u>Payment</u>	<u>Requirement</u>
1-50	\$30 per day	Tenured Teacher
51-100	\$55 per day from day #1	10 Yrs. Minimum Service to Board
101+	\$80 per day from day #1	15 Yrs. Minimum Service to Board

A custodian or secretary who during the term of this contract, retires shall receive a lump sum payment for unused accumulated sick leave in accordance with the schedule outlined below, of which lump sum payment shall not exceed \$8,500:

<u>Days</u>	<u>Payment</u>	<u>Requirement</u>
1-50	\$25 per day	Tenured Employee
51-100	\$35 per day	10 Yrs. Minimum Service to Board
101+	\$55 per day	15 Yrs. Minimum Service to Board

An instructional aide who during the term of this contract, retires shall receive a lump sum payment for unused accumulated sick leave in accordance with the schedule outlined below, of which lump sum payment shall not exceed \$2,700:

<u>Days</u>	<u>Payment</u>	<u>Requirement</u>
1-50	\$12.50 per day	3 Yrs. Minimum Service to Board
51-100	\$17.50 per day	10 Yrs. Minimum Service to Board
101+	\$27.50 per day	15 Yrs. Minimum Service to Board

At the discretion of the recipient, payment may be delayed until January 15 or thereabouts of the year after retirement. Should an employee eligible to receive this benefit die while actively employed, payment shall be made to the employee's estate.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

It is recognized that situations arising from personal, legal, business, household, or family matters do occur and require the absence of the teacher from time to time during school hours; these personal days are not to be considered vacation days. Application for personal leave should be filed, stating one of the above reasons, with the building principal in advance of the day or days needed, when possible. The employees shall not be required to state the reason for such leave other than set forth above. The request shall remain confidential.

Full time employees shall be granted a maximum of five (5) personal days. Instructional Aides shall be granted a maximum of four (4) personal days; and part-time employees shall be granted a maximum of three (3) personal days. All requests for personal leave shall be approved by the Superintendent and shall not be unreasonably denied. Unused personal days will be added to employee's sick leave.

B. Temporary Active Military Duty

Time necessary shall be granted for persons called into temporary active duty during the school year, of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his/her regular pay in addition to any pay which he/she received from the State or Federal Government for a period not exceeding sixty (60) calendar days.

C. Bereavement

1. For all full time employees and instructional aides, up to five (5) school days shall be granted at any one time in the event of death in the immediate family. Immediate family shall be considered father, mother, spouse, child, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or other member of the immediate household.
2. One day, subject to the approval of the Superintendent, shall be granted at any time in the event of death in the non-immediate family. Approval shall not be unreasonably withheld.
3. Days may be taken at any time within a two-week period after the death of an immediate family member.

D. Professional Days

Teachers shall be entitled to professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, subject to approval of the Superintendent. Upon the Superintendent's request, a written report shall be submitted to the Superintendent within five (5) school days.

E. FEA Business

If the President or other designee of the Association participates during working hours in any mutually scheduled grievance proceeding or other meeting, he/she shall suffer no loss in pay for up to two (2) days per year, non-accumulative. A representative from each unit (custodian, secretary and instructional aide) shall be allowed to attend FEA meetings (approximately 4 per year.)

F. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason. The Board of Education's action shall not be subject to the filing of a grievance.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

A. Military Leaves

Military leaves without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at the time of discharge.

B. Illness in the Family

At the discretion of the Board, tenured teachers may be granted a leave of absence without pay of up to one (1) year for the purpose of caring for a member of the teacher's immediate family with a serious health condition, as defined in Article VI-C. An extension of this leave may be granted at the discretion of the Board. Employees also may use the benefits afforded to them by the Federal Family and Medical Leave Act and the State Family Leave Act, so long as those laws remain in effect, but such benefits shall be concurrently taken with the leave of absence under this provision.

C. Good Cause

For all employees, other leaves of absence, i.e., sabbatical, may be granted. Approval by the Board shall not be unreasonably withheld, but shall not be subject to the filing of grievance.

D. Returning from Extended Leave

Upon return from a Board-approved leave, the tenured teacher shall be reinstated in his/her same position, if it is available, or a similar position for which he/ she is certified.

ARTICLE VIII

MATERNITY LEAVE

The Board shall grant a leave of absence for medical reasons and disability associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for illness or medical disability, as set forth in N.J.S.A. Title 18A: 30-1 et seq.

A. Use of Accumulated Sick Leave Days for Disability Associated with Pregnancy or Childbirth.

Any employee, according to the provisions of this section, may at her discretion elect to use all or any part of her accumulated sick leave during the period of disability, thirty calendar days before and following the date of delivery and receive full pay and benefits for the same. Use of additional accumulated sick leave days, if any, beyond the above stated disability period shall be contingent upon receipt of verification of additional disability by a duly licensed physician.

1. Any employee seeking such maternity leave shall apply to the Board sixty (60) calendar days prior to the beginning of the leave, except in the event of any unforeseen medical emergency, in which case application shall be made as soon as possible. At the time of application, the employee shall:

- a. submit a physician's verification of the expected date of delivery which shall determine the presumptive period of disability and the approximate duration of the leave.
 - b. submit in writing, the dates on which the employee wishes to commence and terminate leave.
2. The Board may require the employee to produce a certificate additional documentation from a physician in support of any request for use of additional accumulated sick leave days, if any, beyond the period of disability.
3. If the Board's physician disagrees with the employee's physician, the dispute shall be submitted to the Essex County Medical Society who shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties.
4. Where medical opinion is supportive of the leave dates requested, the Board shall grant such leave.
5. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return. Certification from her physician that she is medically able to resume her duties must be presented to the Board.
6. Following the granting of such leave, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon additional application by the employee to the Board, in accordance with the provisions of the following subsections A. 1.a. and 1.b. above. Such extension or reduction shall be granted by the Board for an additional reasonable period of time. The Board may require any employee to produce a physician's certification in support of the requested change subject to the procedures outlined above.

B. Leave Without Pay and Without Benefits for Disability Associated with Pregnancy or Childbirth.

Any pregnant employee may apply for leave without pay for disability associated with pregnancy or childbirth, following the procedures outlined in the preceding Section A. Such leave, shall be granted in the sole discretion of the Board and determined on a case-by-case basis, in the same manner as applications for unpaid leaves due to illness and other medical disability.

1. Upon return from maternity leave of absence, the employee shall be reinstated in her same position if it is available, or a similar position. If a teacher she must be certified for such position.

2. Advancement on the salary guide shall be based upon the date of commencement of the unpaid maternity leave of absence. Advancement on the salary guide shall be made if:

- a. Employee commences such leave of absence after January 31 in any given year;
or
- b. If leave is effective prior to February 1, then position on guide remains the same upon returning to the district.

C. **The Board may remove any pregnant teacher or employee from her teaching position or duties for any one of the following basis:**

- 1. Performance substantially declines from the period preceding pregnancy; or
- 2. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (a) employee fails to produce a physician's certificate that she is medically able to continue teaching or working; or (b) the Board's physician concludes she is unable to continue teaching or working; or
- 3. If there is a difference of opinion between the employee's attending physician and the physician designated by the Board as to the ability of the employee to continue her employment, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The Board shall pay the expense of the examination by the third physician.

D. **Childrearing and Adoption Leaves**

An unpaid leave of absence with benefits shall be granted to any employee because of childbirth or adoption of an infant or a child. Such leave may commence upon his/her de facto and/or de jure custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption. The Board shall grant unpaid leave, with benefits for the foregoing, as well as for other reasons, as required by the federal and state family leave acts.

E. Leave provided under this provision shall be taken concurrently with paid leave under the NJ Family Temporary Disability Leave (FTD); unpaid leave under the Federal Family and Medical Leave Act (FMLA); and the New Jersey Family Leave Act (FLA).

ARTICLE IX

TEACHING HOURS AND TEACHINGLOAD

A. Calendar Committee

A Calendar Committee shall be established to make recommendations to the Board of Education in planning the annual school calendar. Such committee shall consist of one representative each from the Board of Education, Administration, Home-School Association, and the Fairfield Education Association. The day preceding the December holiday vacation shall be a one-session day.

B. Sign In/Out Roster

All employees shall indicate their presence for duty by placing a check mark and their initials in the appropriate column of the faculty sign-in and sign-out roster.

C. Arrival/Departure Times and Lunch Periods

1. Teachers: The arrival and departure time shall be designated; however, the total in-school teacher workday shall, in general, not consist of more than seven (7) hours, which shall include a forty-five (45) minute duty free lunch period. In an emergency, teachers shall be available to assist in supervision of the lunchroom/playground for each lunch period upon request of the administration.
2. Secretaries: The arrival departure time shall be designated; however the total workday during the school year shall consist of eight (8) hours (currently Monday through Friday 8:00 a.m. to 4:00 p.m.), and shall include a thirty (30) minute lunch period; a morning 15-minute break and an afternoon 15-minute break. Summer hours shall commence at the end of the school year, whereas the workday shall not consist of no more than seven (7) hours (currently Monday through Friday 8:30 a.m. to 3:30 p.m.), inclusive of lunch and a break.
3. Custodians: The arrival and departure time shall be designated; however, custodians shall be assigned a day shift (currently 7:00 a.m. to 3:00 p.m.) or an evening shift (currently 3:00 p.m. to 11:00 p.m.), consisting of eight (8) hours per day including a thirty (30) minute lunch and two fifteen (15) minute breaks. On days when schools are closed due to weather, custodians who worked the night shift from (3-11 p.m.) and who are required to work the following eight hour day shift may report for the day shift at any time between 7 a.m. and 10 a.m.

In times where a State of Emergency is called, the Supervisor, will be in contact with the Fairfield Township Office of Emergency Management, to verify if school is accessible. If the school is not accessible, the Supervisor will contact the custodians. If the school is accessible, no call will be placed and custodians must report for their shift.

4. Instructional aides:

The arrival and departure time shall be designated at the discretion of the Superintendent. Aides hired prior to July 1, 2013, may work the following shift: 8:30-3:30 and be guaranteed a four day work week (147 days) and shall include a thirty (30) minute lunch. In lieu of scheduled breaks, instructional aides have, a total of four (4) personal days.

Aides hired after June 30, 2013, shall have their arrival and departure time and the days on which each aide shall work including the number of days each aide shall work designated at the discretion of the Superintendent and shall include a thirty (30) minute lunch. In lieu of scheduled breaks, instructional aides have been given an additional personal day, a total of four (4).

Two weeks' notice will be given in case of a change in schedule, except in cases of emergencies.

Aides hired prior to July 1, 2013, will be compensated for the reduction in hours by an increase in their hourly rates per the attached rate schedule. Aides will also receive increases above these hourly rates as negotiated in any subsequent MOA.

D. Out of Building Record

Employees may leave the building during their scheduled duty free lunch period, but shall initial a sign-in and sign-out "out of building" record.

E. Other Departure Times

1. The workday for teachers shall end after the departure of the last school bus:
 - on Fridays;
 - days preceding holidays and/or vacation periods;
 - days of evening conferences;
 - days immediately following evening conferences, if after school conferences are not scheduled; and
 - early dismissal days due to inclement weather.
2. The workday for secretaries shall end at 1:45 p.m.
 - on days preceding holidays and/or vacation periods; and
 - on early dismissal days due to inclement weather (not to include early dismissal due to excessive heat.)
3. Classroom teachers scheduled to have after-school conferences may leave after their afternoon conference duties are completed. Special area teachers who are not required to schedule conferences will work regular school hours.

All other employees shall be unaffected by this provision.

F. Exceptions

It is understood that the aforementioned time schedule shall not apply for faculty or curriculum meetings, parent conferences, or supportive academic assistance for students. Advance notice and an agenda will be provided for faculty and curriculum meetings.

G. Meetings/School Activities

Teachers may be required to remain after the end of the pupil workday, without additional compensation, for the purpose of attending, but not limited to: general staff meetings, grade level meetings, developmental team meetings, district/faculty meetings, professional development (review) meetings and in service/training workshops.

1. Staff meetings shall be called by the Superintendent or an administrator.
2. In no event shall there be more than one (1) after-school meeting in any week.
3. After-school meetings shall commence no later than ten (10) minutes after student dismissal and shall run no more than sixty (60) minutes. However, for in-service workshops held on early student dismissal days, teachers shall not leave prior to the regular time students would otherwise be dismissed. Teachers shall have the opportunity to suggest items for the agenda of any district faculty meeting.
4. Administrators shall designate a specific day of the week on which all meetings covered by this provision shall take place. Administrators may schedule a meeting on a day other than the designated day if employees are given one week advanced notice. An employee shall not be penalized if he/she is unable to attend a meeting, other than on the designated day if he/she has a prior commitment.
5. Meetings which take place after the regular in-school workday shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
6. It is the intent of the Fairfield Board of Education to instruct the school administrators to arrange school-related activities in a manner that will require teacher attendance at no more than three evening meetings a year without equal released time. Kindergarten teachers are required to attend no more than three (3) evening meetings and/or school events each school year without equal release time at the request of the Superintendent. This will not apply to those meetings, which the teachers attend voluntarily.

H. Professional In Service Workshops

All teachers may be required to attend up to four (4) professional in-service workshops per year from 3:30 P.M. to no later than 5:00 P.M. Compensation for attendance will be that the teacher is able to leave at the departure of the last school bus during the week of the workshop. No other compensation will be awarded. The building principal shall have the right to assign teachers to specific workshops. An attempt will be made to avoid scheduling a faculty or curriculum meeting during the week of a workshop.

I. Work Year

1. Teachers: The teacher work year shall not exceed one hundred eighty-five (185) days which shall include one preparation day at the commencement of the school year, one (1) day for in-service and a one-session day at the close of the school year for students. Teachers may leave when their professional responsibilities are completed on that day. The Board shall make reasonable efforts to insure that the in-service day can be utilized towards the State's continuing education requirement. This provision shall not apply to custodians, secretaries and instructional aides.
2. Custodians: The work year shall commence on July 1st and end on June 30th of each school year.
3. Secretaries: The work year shall consist of September 1st through June 30th, plus additional 21 days during July and August which shall be scheduled in accordance with the provision. Secretaries shall submit a request for the unpaid time-off for July and August to the principal by December 31st of the school year and shall be granted this time off, subject to the approval of the Superintendent which shall not be unreasonably withheld by February 1st. All secretaries shall be required to work the five days immediately preceding the opening of the school year for students. Secretaries shall follow the school calendar with respect to holidays and breaks, with the exception of any break given to teachers during the five days immediately preceding the opening of the school year for students. The Board may request for members of the secretarial unit to work 5 additional days during the summer on an as needed voluntary basis with advanced notice. Members of the unit shall be compensated at the per diem rate of 1/185 for these days. If no one is available in the building requiring the work to be done, then administration may request assistance from employees in the other building(s).
4. Instructional Aides: The work year shall not exceed 183 days, during the school year. An addendum will be attached to each aide's contract indicating which days the aides are required to report to school. In the event of a calendar change the aides will be notified, in writing, about their expected attendance.
5. Part-time non-certificated employees (those working less than thirty-five (35) hours per week) are not entitled to any holiday compensation.

J. Preparation Time

1. Full time teachers shall be scheduled for not less than 200 minutes per week preparation time. There will be at least 20 minute blocks of prep time in the full time teachers' schedules. Every effort will be made by the administration to spread out the 200 minutes over the entire work week in a reasonable and meaningful manner, allowing the teacher to make good use of this time.
2. 80% kindergarten teachers shall be scheduled for not less than 150 minutes per week.
3. Preparation time for part-time teachers shall be calculated based on the number of hours worked in proportion to full-time positions receiving a minimum of 200 minutes per week of preparation time.

4. The failure to schedule a teacher for a daily preparation period shall not be subject to the grievance procedure of the contract.

ARTICLE X

WORK ASSIGNMENTS

A. Written Notice

All teachers shall be given written notice of their grade, building, room, subject, and salary assignment for the forthcoming year by June 1 of the preceding school year. Any modification of these assignments which occur after June 1, due to emergency situations, will be made by the Superintendent with notification to the personnel involved as soon as possible. A list of such teaching assignments shall simultaneously be sent to the Association. All custodians, secretaries and instructional aides shall be notified of their next year assignment by the last day of school. Instructional aides will be given a tentative schedule indicating their designated days for the upcoming year on the last day of school. This schedule shall be subject to change at the discretion of the Superintendent based upon educational and scheduling needs.

B. Vacancies Notification

The Superintendent shall notify the Association president in writing with a list of the known vacancies as they occur.

C. Grade/Building Change Request

Teachers who desire a change in grade and/ or building assignment may file a written statement with the Superintendent. Such statement shall include the grade, subject or building in order of preference. Such requests for change in assignment for the coming year shall be submitted no later than May 1.

D. Volunteers

Volunteers may submit their names to the Superintendent for consideration in the filling of vacancies.

E. Transfer/Reassignment

A transfer or reassignment shall be made only after a meeting between the teacher involved and the principal no later than five (5) school days prior to June 1, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative present at such meeting.

ARTICLE XI
TEACHER / EMPLOYEE EVALUATION

A. Definitions:

1. Observation:

The term "observation" shall be construed to mean a visitation to an assigned work station by a certified supervisor of a local school district for the purposes of formally collecting data on the performance of a certificated staff member's assigned duties and responsibilities and of a duration appropriate to those duties and responsibilities.

2. Evaluation:

The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative or supervisory staff member who visits the work station for the purpose of observing a teaching staff member's performance of the instruction process.

All evaluations shall be prepared in accordance with the TEACHNJ Act and its corresponding regulations pursuant to P.L.2012, c.26 (N.J.S.A. 18A:6-117 et seq.). The evaluations shall reflect minimum state requirements for number and length of observations. Additional observations may be conducted if it is mutually agreeable to the teacher and the administrator.

B. Procedures For Tenured And Non-Tenured Teachers:

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
2. Formal classroom observations for the purpose of assessing teacher performance and teacher evaluation shall be conducted only by personnel holding a supervisory certificate issued by the New Jersey State Board of Examiners.
3. The type of form (i.e. narrative) used for formal classroom observation reports and teacher evaluation reports shall be only those that are developed with input from the Association, subject to approval by the administration.

C. Evaluation

1. Certificated Staff (Tenured and non-tenured) : observation reports shall be prepared by the principal / supervisor and submitted to the Superintendent after each "observation", three (3) times a year for non-tenured teachers and one (1) time a year for tenured teachers.
 - a. Formal classroom observations by supervisory personnel (principals, supervisors, department chairpersons, etc.) shall include a follow-up conference with the teacher.
 - b. A teacher, within a reasonable amount of time, but in no instance more than ten days after the observation, shall be entitled to a conference with the administrator preparing the observation report for the purpose of discussing the written observation report. For non-tenured teachers only, the third (3rd) conference shall serve as the annual summary conference and shall include the annual summary performance report and the individual professional growth plan and shall be signed by the principal / supervisor and the teacher within five (5) working days of the annual evaluation summary conference.
 - c. When the written observation report is prepared, this evaluation shall not be submitted to the central office, placed in the teacher's file or otherwise acted upon without first conducting the post-observation conference with the teacher.
 - d. For tenured teachers, the written evaluation shall also serve as the annual summary performance report which shall include an individual professional growth plan. The annual summary performance report shall be signed by the principal / supervisor and the teacher within five (5) working days of the annual summary conference.
 - e. These written reports shall be prepared in triplicate with the original forwarded to the Superintendent, one (1) copy retained by the principal, and one (1) copy sent to the teacher.

2. Evaluation: Non-tenured and Tenured Certificated Staff:

Evaluations shall be written, addressed to the teacher, and shall include:

- a. Strengths and weaknesses of the teacher as observed during the period since the previous evaluation report.
 - b. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas where weaknesses have been indicated.
3. All custodians, secretaries and instructional aides shall be evaluated at least once each school year prior to May 15th.

D. Personnel Files

An employee shall have the right, upon request, to review personally the contents of his/her personnel file in the presence of the principal or Superintendent. The employee shall acknowledge, in writing, that he/she has seen the material in the personnel file. There shall be no other file which is not available for the teacher's inspection.

Prior to any material concerning conduct, service, character, or personality being placed in that employee's file, the employee shall have the opportunity to review and respond to that material within thirty (30) school days after receipt of same.

At least once every year, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and, at the discretion of the Superintendent, they shall be either destroyed or retained. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

- E. No custodian, non-tenured secretary or instructional aide shall be terminated without written thirty (30) day notice.

ARTICLE XII

REDUCTION IN FORCE AND REEMPLOYMENT

A. Definition

To the extent not inconsistent with Title 18A28-29 et seq. and the regulations of the Commissioner of Education, the parties agree that, for the purpose of this Agreement, "Seniority" shall mean the period of consecutive tenured employment by the employee in the district.

B. Recall

An employee dismissed by reason of a reduction in force shall be entitled to be placed and to remain upon a preferred eligibility list in order of seniority for reemployment whenever a vacancy occurs in the position from which such employee was dismissed; such employee shall be reemployed by the Board, if and when such vacancy occurs.

C. Notice of Recall

Notice of Recall to teachers to which this Article is applicable shall be given to those teachers on the preferred eligibility list by letter in order of seniority, within a reasonable time after such vacancy occurs. Such teachers shall have a reasonable period of time (but not to exceed thirty (30) calendar days after receiving notice) in which to give the Board notice of intent to return to the position.

1. In the event such teacher shall fail to respond to the notice from the Board, or if he/she gives notice that he/she does not desire to return to the position, he/she shall forfeit his/ her seniority rights and shall be removed from the preferred eligibility list.

2. Seniority shall not be accumulated during the period following dismissal by reason of reduction in force, but upon reemployment, pursuant to the terms of this Article, such employee shall have his accumulated seniority to the date of such dismissal.

D. For custodians, secretaries and instructional aides "seniority" shall be defined as service for the Fairfield Board of Education as a member of this bargaining unit. The seniority list for each category of this unit shall be used in the event of a reduction in force.

ARTICLE XIII

TUITION REIMBURSEMENT FOR ADVANCED STUDIES

A. Eligibility

Teachers employed in the Fairfield School District and enrolled at a duly authorized institution of higher education approved by the State of New Jersey for the purpose of advanced (graduate) study in their field of education.

B. Reimbursement

For tenured teachers, reimbursement shall be for the cost of tuition and required registration fees at an accredited institution of higher education and shall be limited to a maximum of twelve (12) credit hours per teacher per year at a maximum rate not to exceed the dollar value per credit at State Teacher Colleges (i.e., Montclair State, William Paterson, and Kean College) and shall move on the salary guide accordingly. Further, the total amount of monies from which tuition reimbursement may be drawn for each school year is \$20,000. The allocation of reimbursement shall be twice a year. Fifty (50) percent or \$10,000.00 shall be used for summer and fall course work. All documents needed for summer and fall reimbursement shall be submitted to the district by January 10th. Fifty (50) percent or \$10,000.00 shall be used for spring course work. All documents needed for spring reimbursement shall be submitted by June 1st. In order to be eligible to receive such tuition reimbursement, the following preconditions must be met in all cases:

1. That it remains within the discretion of the Superintendent of Schools and Board of Education to determine that the course taken is relevant and directly related to the individual's teaching assignment within the district.
2. All courses and programs for advanced study and/or certification to be reimbursed under this program will have prior approval of the Superintendent.
3. That, in order to obtain tuition reimbursement, the individual submits an official receipt of the tuition paid.
4. Upon completion of the approved course of study, tenured teachers will receive their reimbursement to the extent of this policy.
5.
 - a) Non-tenured teachers are not entitled to reimbursement during the first three years of employment.
 - b) Non-tenured teachers are entitled to movement on the salary guide for a maximum of three (3) credit hours per teacher per year during the second year of employment. There will be no reimbursement for these credits.
 - c) Non-tenured teachers are entitled to movement on the salary guide for a maximum of six (6) credit hours per teacher per year during the third year of employment. There will be no reimbursement for these credits.

d) Teachers shall become eligible for reimbursement pursuant to this Article XIII, prospectively upon the signing of their fourth year contract. Teachers shall not be entitled to reimbursement retroactively for credits earned prior to acquiring tenure with the District.

e) The teacher applying for tuition reimbursement shall submit registration for course work on the following timelines. The allocation of tuition reimbursement shall be equally distributed based on course credits taken.

For courses to be taken for the summer, requests shall be made between May 15 and June 15.

For courses to be taken in the fall, requests shall be made between April 14 and May 14.

For courses to be taken in the spring, request shall be made between November 15 and December 15.

C. Annual Salary Schedule Adjustment

Upon prior approval by the Superintendent adjustment on the salary schedule for credits earned shall be made on the first pay period of the school year or February 1 of the school year, subject to the provisions as set forth in this Article provided, however, that written notice is given to the Superintendent for his/her approval of a change in salary status based upon earned graduate credits. Before any salary adjustment is made, the employee shall provide the official transcript or appropriate documentation of the successful completion of the graduate credits which will determine the salary adjustment.

When the above conditions are met, salary adjustment shall be retroactive to September 1, or February 1, provided that credits are earned prior to September 1 or February 1 whichever is applicable.

No employee shall receive more than one salary adjustment in any single school year for earned graduate credits.

D. Special Conditions

Courses shall be taken at a time that does not conflict with the duties or hours of the school program, unless with prior approval of the Superintendent.

E. The Board shall pay for all courses, workshops or training for custodians, secretaries and instructional aides that the Board deems necessary to improve their skills at the recommendation of the Superintendent. The Board shall make the final determination as to whether the coursework is beneficial to the District.

ARTICLE XIV

IN SERVICE GRADUATE ADVANCEMENT

The Board of Education may offer graduate in-service teacher education courses on an elective basis to teachers. Salary credit for teachers' participation in such courses will be determined in advance and awarded upon successful completion of the course. The Continuing Education Units (C.E.U.) shall be comparable in value to be awarded at the graduate college level.

Equivalency credits towards the salary guide shall be granted when approved in advance by the Superintendent of Schools for in-service training sponsored by the Board of Education or any other approved institution or school district.

ARTICLE XV

SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations between the Board and the Association concerning the terms and conditions of employment for the contract which shall succeed this Agreement shall commence no later than October 15, 2015, and shall thereafter continue at reasonable times, and shall continue on a schedule determined at the first meeting and shall thereafter proceed with a view toward concluding on or before June 30, 2016.

ARTICLE XVI

NON-REPRISAL FOR NEGOTIATIONS PARTICIPATION

1. No employee participating in the negotiations procedure shall be subject to coercion, restraint, discrimination or reprisal in his/her employment by reason of such participation.
2. No reprisals of any kind shall be taken by the Board of Education or by any member of the Administration against any representative, any member of the Association, or any party in interest.

ARTICLE XVII

BOARD'S RIGHTS

Nothing in this Agreement shall be construed to diminish or remove from the Fairfield Board of Education the authority or responsibilities which are vested in it by law. It is recognized by the parties that the Board is vested by the laws of the State of New Jersey with the management and control of all of the public schools in the School District. This authority of the Board shall include, but shall not be limited to, the right to hire, discharge or discipline teachers for cause, the authority to make such rules and regulations, and to do all things as are necessary for the government and management of the schools, unless explicitly curtailed by this agreement. Nothing in this Agreement shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of New Jersey.

ARTICLE XVIII

PRINTING AND DISTRIBUTION OF THE NEGOTIATED AGREEMENT

The cost of publication of this Agreement will be paid for by the Fairfield Board of Education. The Agreement shall be reproduced within ninety (90) calendar days after it has been signed. Distribution shall be the responsibility of the respective party.

ARTICLE XIX

MENTORING

All vacancies for teacher mentoring positions will be posted. The Board shall pay a mentor teacher a minimum of \$250 per year up to the maximum amount provided by the State for this purpose, if and only if, said State funding is provided and continues. The provisional teachers will pay the state recommended fee to the mentor teacher.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or held to be invalid by a tribunal of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXI

CUSTODIANS

1. Full-time custodians, working at least 35 hours per week, shall be entitled to the following vacation time based on their individual years of service with the Fairfield Board of Education:

Less than 1 year	shall accrue 1 vacation day per month
1-5 years	10 vacation days per year
6-10 years	15 vacation days per year
11-20 years	20 vacation days per year
20+ years	22 vacation days per year

Part-time custodians shall accrue vacation days at $\frac{1}{2}$ day per month worked up to a maximum of five (5) days. Upon the second year of employment and thereafter, vacation days are established at one (1) day per month up to a maximum of ten (10) days per year.

Vacation days may not be accumulated on a year to year basis.

2. Each custodian shall be eligible to receive the following allowances:
 - a) Work shoes allotment of \$125 per year.
 - b) A uniform allotment of \$325 per year.
 - c) Commencing July 1, 2008, eligible "Black Seal" custodians shall receive a \$600 stipend annually.
 - d) A \$300 stipend for those custodians assigned to and working the night shift.

3. Twelve month full-time custodians shall be entitled to the following holidays:

4th of July	Labor day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	President's Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
Four (4) floating holidays.	

The floating holidays can be taken at the custodian's discretion, but cannot be taken when school is in session. All floating holidays must be used by June 30th of every school year.

Part-time custodians will not be entitled to any holiday compensation.

4. Seniority shall be defined as continuous service in the school district.
5. OVERTIME- The Supervisor of Buildings and Grounds shall keep a current record of offered and assigned overtime and the nature of the assignments. The record of overtime shall be signed off by the custodian and then be submitted to the Business Administrator and the Association President monthly. This shall provide equal opportunity for overtime to those who are available when asked. Overtime maybe necessary for school-wide events, such as back-to-school night, graduation, concerts and etc.
 - e) Overtime may be distributed according to rotating seniority list. The district shall provide the Association with a seniority list for custodians and place a copy of the seniority list at each school.
 - f) No attempt shall be made to contact an employee for overtime while he/she is on vacation unless an emergency condition exists.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the terms of the Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein. However, in the event that the parties concur, this Agreement may be supplemented or modified by agreements negotiated and reduced to writing by the parties to be bound thereby.

SCHEDULE A

FAIRFIELD BOARD OF EDUCATION

Teachers' Salary Guide

July 1, 2013 to Jan. 31, 2015

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1-4	\$45,794	\$46,794	\$47,794	\$48,744	\$52,185	\$53,167
5	\$46,294	\$47,294	\$48,294	\$49,244	\$52,685	\$53,667
6	\$47,294	\$48,294	\$49,294	\$50,244	\$53,685	\$54,667
7	\$48,294	\$49,294	\$50,294	\$51,244	\$54,685	\$55,667
8	\$49,294	\$50,294	\$51,294	\$52,344	\$55,685	\$56,667
9	\$50,344	\$51,344	\$52,344	\$53,344	\$56,735	\$57,717
10	\$51,453	\$52,436	\$53,436	\$54,436	\$57,844	\$58,826
11	\$54,337	\$55,319	\$56,319	\$57,319	\$60,728	\$61,710
12	\$58,951	\$59,933	\$60,933	\$61,933	\$65,342	\$66,324
13	\$63,758	\$64,767	\$65,767	\$66,767	\$70,149	\$71,131
13A	\$67,027	\$68,022	\$69,022	\$70,022	\$73,418	\$74,400
14	\$70,295	\$71,277	\$72,277	\$73,277	\$76,686	\$77,668
14A	\$73,227	\$74,209	\$75,209	\$76,400	\$79,618	\$80,600
15	\$76,159	\$77,141	\$78,141	\$79,523	\$82,550	\$83,532
16	\$80,596	\$82,566	\$83,566	\$85,513	\$86,987	\$87,969
17	\$87,012	\$88,564	\$89,664	\$91,764	\$93,403	\$94,385
18	\$92,754	\$93,854	\$95,054	\$97,254	\$99,145	\$100,127

SCHEDULE A
FAIRFIELD BOARD OF EDUCATION

Teacher's Salary Guide

Feb. 1, 2015 to June 30, 2016

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	46,724	47,724	48,724	49,674	53,115	54,097
2-5	47,224	48,224	49,224	50,174	53,615	54,597
6	47,724	48,724	49,724	50,674	54,115	55,097
7	48,724	49,724	50,724	51,674	55,115	56,097
8	49,724	50,724	51,724	52,774	56,115	57,097
9	50,774	51,774	52,774	53,774	57,165	58,147
10	51,883	52,866	53,866	54,866	58,274	59,256
11	54,487	55,469	56,469	57,469	60,878	61,860
12	59,101	60,083	61,083	62,083	65,492	66,474
13	63,908	64,917	65,917	66,917	70,299	71,281
13A	67,177	68,172	69,172	70,172	73,568	74,550
14	70,445	71,427	72,427	73,427	76,836	77,818
14A	73,377	74,359	75,359	76,550	79,768	80,750
15	76,309	77,291	78,291	79,673	82,700	83,682
16	80,746	82,716	83,716	85,663	87,137	88,119
16A	84,929	86,899	87,899	89,846	91,320	92,302
17	89,382	90,917	92,017	94,090	95,773	96,755
18	93,834	94,934	96,134	98,334	100,225	101,207

SCHEDULE B

A. PART-TIME TEACHERS

1. Part-time certified teaching staff members shall receive a pro-rata salary guide pay.
2. Part-time teachers will be granted credit on the salary guide for prior continuous teaching experience in the Fairfield School District for up to ten (10) years; part-time teachers will be granted credit on the salary guide for prior public school teaching experience outside the Fairfield School District for a minimum of four (4) years up to a maximum of ten (10) years, at the Superintendent's discretion. All incoming part-time certified teachers will be treated similarly with respect to placement on the guide.
3. In order to qualify for advancement on the salary guide, teaching staff members must be employed prior to February 1 of the prior school year.

\$2013-14/\$2014-15/\$2015-16

- B. **TEACHERS-IN-CHARGE:** Additional salary per annum: \$3,305/\$3,371/\$TBD*
- C. **CURRICULUM AND SCHEDULING:** Pay Per Hour: \$46.92/\$47.86/\$TBD*
- D. **STUDENT CONTACT PROGRAMS** (including summer kindergarten, testing, counseling and placement): Pay Per Hour: \$58.14/\$59.30/\$TBD*
- E. **FEDERAL/STATE GRANT PROGRAMS:** Pay Per Hour: \$61.20/\$62.42/\$TBD*
- F. **SERVICE ACTIVITY COMPENSATION FOR MUSICAL EVENTS:**
Vocal, Instrumental & Instrumental Strings Stipend: \$1,075.08/\$1,096.58/\$TBD*
- G. **COMPENSATION FOR CLASSROOM LOCATION CHANGE:**
\$171.36/\$174.79/\$TBD*
- H. **CLUB ADVISOR:** Additional salary per annum: \$1,075.08/\$1,096.58/\$TBD*
- I. **ABILITY GROUPING:**
Four (4) hours per subject at Curriculum and Scheduling Hourly Rate.
- J. **DISTRICT ANTI-BULLYING COORDINATOR:**
Additional salary per annum: \$700/\$714/\$TBD*
- K. **MISSED PREP/LUNCH:** Payment will be made for missed preparation period or lunch period if it is not made up or preparation time is less than 200 minutes per week as follows:
a. 2013-2014 - \$30.00 per missed prep or lunch
b. 2014 -2015 - \$40.00 per missed prep or lunch
c. 2015 -2016 - \$50.00 per missed prep or lunch
- L. **OTHER COMMITTEE WORK** – for school committee meetings that are outside of work hours or outside of required after school meeting days:
Pay Per Hour: \$46.00/\$46.92/\$TBD*

**Stipends will be increased by the same percentage as the local tax levy for that budget year.
(The 2013-14 + 14-15 local tax levy was increased by 2% as listed above.)*

**(not listed above for 2015-2016 are the rates which will be determined at a later date.)*

SCHEDULE C

FAIRFIELD BOARD OF EDUCATION

Custodian, Secretary and Instructional Aide Salary Guides (Support Staff Guides)

CUSTODIANS

Custodian #	2013-2014	2014-2015	2015-2016
#1	55,470	56,857	58,278
#2	52,025	53,326	54,659
#3	42,986	44,061	45,163
#4	31,775	32,569	33,384
#5	34,219	35,074	35,951
#6 PT	15,888	16,285	16,692

SECRETARIES

Secretary #	2013-2014	2014-2015	2015-2016
#1	39,597	40,587	41,601
#2	40,785	41,804	42,849
#3	36,890	37,812	38,757

KINDERGARTEN AIDES

Aide Number	2013-14A 9/1 to 12/31 =32.5 hrs/wk	2013-14B* 1/1 to 6/30 =28 hrs/wk	2014-2015 7 hrs/day X 147 Sch Dys=1,029 hrs (=avg 4 days/wk)	2015-2016 7 hrs/day X 147 Sch Dys=1,029 hrs (=avg 4 days/wk)
<u>Old 5 = # K1</u>	Hourly: 20.23	Hourly: 21.25	Hourly: 21.78	Hourly: 22.32
Salary	9,627	13,117	22,408	22,968
<u>Old 2 = # K2</u>	Hourly: 18.95	Hourly: 19.89	Hourly: 20.39	Hourly: 20.90
Salary	9,014	11,697	20,981	21,506
<u>Old 4 = # K3</u>	Hourly: 18.32	Hourly: 19.24	Hourly: 19.72	Hourly: 20.21
Salary	21,797	11,313	20,293	20,801
<u>Old 1 = # K9</u>	Hourly: 16.43	Hourly: 17.25	Hourly: 17.68	Hourly: 18.12
Salary	7,816	10,142	18,192	18,647

SPECIAL EDUCATION AIDES				
Name (OG=Off Old Guide)	2013-14A 9/1 to 12/31 =32.5 hrs/wk	2013-14B* 1/1 to 6/30 =28 hrs/wk	2014-2015 7 hrs/day X 147 Sch Dys=1,029 hrs (=avg 4 days/wk)	2015-2016 7 hrs/day X 147 Sch Dys=1,029 hrs (=avg 4 days/wk)
Old 1=#S10	Hourly: 16.99	Hourly: 17.84	Hourly: 18.29	Hourly: 18.74
Salary	8,085	10,491	18,818	19,288
Old 2=#S6	Hourly: 21.06	Hourly: 22.11	Hourly: 22.67	Hourly: 23.23
Salary	10,020	13,002	23,322	23,905
Old 3=#S12	Hourly: 16.41	Hourly: 17.23	Hourly: 17.66	Hourly: 18.10
Salary	7,808	10,132	18,174	18,628
Old 4=#S11	Hourly: 16.99	Hourly: 17.84	Hourly: 18.29	Hourly: 18.74
Salary	8,085	10,941	18,818	19,288
Old 5=#S8	Hourly: 20.38	Hourly: 21.40	Hourly: 21.94	Hourly: 22.48
Salary	9,697	12,583	22,571	23,136
Old 6=#S13	Hourly: 16.99	Hourly: 17.84	Hourly: 18.29	Hourly: 18.74
Salary	8,085	10,491	18,818	19,288
Old 7=#S7	Hourly: 17.27	Hourly: 18.14	Hourly: 18.59	Hourly: 19.06
Salary	8,219	10,665	19,130	19,608
Old 9=#S5	Hourly: 21.06	Hourly: 22.11	Hourly: 22.67	Hourly: 23.23
Salary	10,020	13,002	23,322	23,905
Old 10=#S4	Hourly: 17.86	Hourly: 18.75	Hourly: 19.22	Hourly: 19.70
Salary	8,498	11,027	19,780	20,274
OG1=S16	Hourly: 15.89	Hourly: 16.68	Hourly: 17.10	Hourly: 17.53
Salary	7,559	9,809	17,595	18,034
OG2=S17	Hourly: 15.38	Hourly: 16.14	Hourly: 16.55	Hourly: 16.96
Salary	7,316	9,493	17,028	17,453
OG3=S18	Hourly: 15.38	Hourly: 16.14	Hourly: 16.55	Hourly: 16.96
Salary	7,316	9,493	17,028	17,453
OG4=S19	Hourly: 15.38	Hourly: 16.14	Hourly: 16.55	Hourly: 16.96
Salary	7,316	9,493	17,028	17,453

- *Aides employed prior to June 30, 2013, will be provided a one-time increase in their hourly rate for the 2013-14 school year as per the attached chart in compensation at the time the aide is reduced in hours. The agreed upon salary guide increases will be applied to these aides on top of the one-time increase in hourly rate. OG1, 2, 3 & 4 were hired after the prior Agreement (2010-2013) went to press, therefore, were Off-Guide (OG) and are entitled to the 5% increase on their hourly wage when weekly hours went from 32.5 to 28. Prior aides (2) employed and paid on Old Guide Kindergarten #3 and Special Ed Aide #8 have since resigned or retired and the step designation eliminated.

All **starting salaries** for aides will be \$13.00 per hour for High school Graduates; \$15 per hour for College Graduates; and \$17 per hour for Certified Teachers for the duration of the contract.

However, new employees hired at these rates will be entitled to the subsequent years' percentage increase.

(Example 1: Aide X hired 9/1/13 at \$13 per hour will be increased 2.5% next school year (14-15) and another 2.5% for 15-16 school year.)

(Example 2: Aide Z hired January 1, 2015 at \$15 will be increased by 2.5% for the September 1 of 2015 for the last year (15-16) of this agreement.)

Kindergarten/Special Education Aides Realignment for 2013-14 and Beyond

(183 Days X 6.5 Hrs)		8:35 -3:35								
Aide #	2012-13	1	2012-13	Plus	New	New	New	New	Net	Plus
	Annual Sal	Day Wk 20% Ded	Hourly Rate	5%	2013-14	Daily	Total	Total	Salary	5%
					Hourly	Hours	Days	Salary	Reduce	Salary
K1	<u>23,481</u>	<u>4,696</u>	<u>19.74</u>	<u>0.99</u>	<u>20.73</u>	<u>7</u>	<u>147</u>	<u>21,328</u>	<u>2,153</u>	<u>2,544</u>
K2	<u>21,986</u>	<u>4,397</u>	<u>18.48</u>	<u>0.92</u>	<u>19.41</u>	<u>7</u>	<u>147</u>	<u>19,970</u>	<u>2,016</u>	<u>2,382</u>
K3	<u>21,265</u>	<u>4,253</u>	<u>17.88</u>	<u>0.89</u>	<u>18.77</u>	<u>7</u>	<u>147</u>	<u>19,315</u>	<u>1,950</u>	<u>2,303</u>
S4	<u>20,727</u>	<u>4,145</u>	<u>17.42</u>	<u>0.87</u>	<u>18.30</u>	<u>7</u>	<u>147</u>	<u>18,827</u>	<u>1,900</u>	<u>2,245</u>
S5	<u>24,439</u>	<u>4,888</u>	<u>20.55</u>	<u>1.03</u>	<u>21.57</u>	<u>7</u>	<u>147</u>	<u>22,199</u>	<u>2,240</u>	<u>2,647</u>
S6	<u>24,439</u>	<u>4,888</u>	<u>20.55</u>	<u>1.03</u>	<u>21.57</u>	<u>7</u>	<u>147</u>	<u>22,199</u>	<u>2,240</u>	<u>2,647</u>
S7	<u>20,046</u>	<u>4,009</u>	<u>16.85</u>	<u>0.84</u>	<u>17.70</u>	<u>7</u>	<u>147</u>	<u>18,208</u>	<u>1,838</u>	<u>2,171</u>
S8	<u>23,652</u>	<u>4,730</u>	<u>19.88</u>	<u>0.99</u>	<u>20.88</u>	<u>7</u>	<u>147</u>	<u>21,484</u>	<u>2,168</u>	<u>2,562</u>
K9	<u>19,063</u>	<u>3,813</u>	<u>16.03</u>	<u>0.80</u>	<u>16.83</u>	<u>7</u>	<u>147</u>	<u>17,315</u>	<u>1,748</u>	<u>2,065</u>
S10	<u>19,719</u>	<u>3,944</u>	<u>16.58</u>	<u>0.83</u>	<u>17.41</u>	<u>7</u>	<u>147</u>	<u>17,911</u>	<u>1,808</u>	<u>2,136</u>
S11	<u>19,719</u>	<u>3,944</u>	<u>16.58</u>	<u>0.83</u>	<u>17.41</u>	<u>7</u>	<u>147</u>	<u>17,911</u>	<u>1,808</u>	<u>2,136</u>
S12	<u>19,044</u>	<u>3,809</u>	<u>16.01</u>	<u>0.80</u>	<u>16.81</u>	<u>7</u>	<u>147</u>	<u>17,298</u>	<u>1,746</u>	<u>2,063</u>
S13	<u>19,719</u>	<u>3,944</u>	<u>16.58</u>	<u>0.83</u>	<u>17.41</u>	<u>7</u>	<u>147</u>	<u>17,911</u>	<u>1,808</u>	<u>2,136</u>
S14*	<u>18,437</u>	<u>3,687</u>	<u>15.50</u>	<u>0.77</u>	<u>16.27</u>	<u>7</u>	<u>147</u>	<u>16,747</u>	<u>1,690</u>	<u>1,997</u>
S15^	<u>18,437</u>	<u>3,687</u>	<u>15.50</u>	<u>0.77</u>	<u>16.27</u>	<u>7</u>	<u>147</u>	<u>16,747</u>	<u>1,690</u>	<u>1,997</u>
S16	<u>18,437</u>	<u>3,687</u>	<u>15.50</u>	<u>0.77</u>	<u>16.27</u>	<u>7</u>	<u>147</u>	<u>16,747</u>	<u>1,690</u>	<u>1,997</u>
S17	<u>17,843</u>	<u>3,569</u>	<u>15.00</u>	<u>0.75</u>	<u>15.75</u>	<u>7</u>	<u>147</u>	<u>16,207</u>	<u>1,636</u>	<u>1,933</u>
S18	<u>17,843</u>	<u>3,569</u>	<u>15.00</u>	<u>0.75</u>	<u>15.75</u>	<u>7</u>	<u>147</u>	<u>16,207</u>	<u>1,636</u>	<u>1,933</u>
S19	<u>17,843</u>	<u>3,569</u>	<u>15.00</u>	<u>0.75</u>	<u>15.75</u>	<u>7</u>	<u>147</u>	<u>16,207</u>	<u>1,636</u>	<u>1,933</u>

* = To
Teacher
eff
9/1/13

^ =
Resigned
8/31/13

K=Kindergarten Guide

S=Special Ed Guide

Kindergarten Aides: there is 1 less kindergarten aide (now a total of 4, instead of 5) due to enrollment decline for the 2013-14 school year.

SCHEDULE D

Glossary

Calendar Days: The term "calendar days" shall mean consecutive days including weekends and holidays (e.g., 10 calendar days from June 2 shall be June 12).

School Days: The term "school days" shall mean consecutive days in which classes are in session and students are present. In determining a number of school days, weekends and school holidays shall not be counted.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers on the date and year aforesaid.

FOR THE FAIRFIELD BOARD OF EDUCATION


Stacy Aschenbach

Board President

Date: 6/11/14


Brian Egan

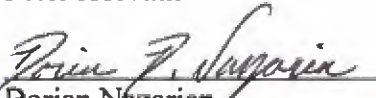
Board Negotiation Team

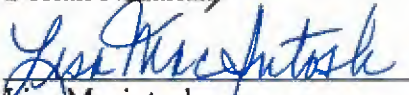
Date: 6/11/14

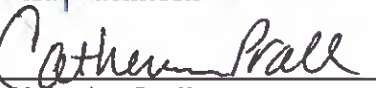
FOR THE FAIRFIELD EDUCATION ASSOCIATION

Chairperson



Peter Horvath 6/5/14
Date

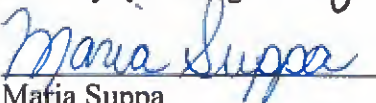

Dorian Nezarian 6/5/14
Date


Lisa Macintosh 6/5/14
Date


Catherine Prall 6/5/14
Date


Jane Serpico 6/5/14
Date


S. Holly Eisenberg 6/5/14
Date


Maria Suppa 6/5/14
Date